

**EMPLOYMENT CONTRACT CUM
MINIMUM SERVICE PERIOD UNDERTAKING**

THIS AGREEMENT IS MADE ON THIS 28th April 2025, AT HYDERABAD By and between

M/s KHKR Innovators Tech Solutions, is a process-driven digital solutions provider for growth oriented, medium-sized businesses in a variety of industries.

AND

Mr/Mrs GUJJULA SRAVANI (hereinafter referred to as "Employee/Consultant" which expression shall unless it is repugnant to the extent be deemed to include its successors and assignees).

Whereas the Employer/Company is engaged in the business of Software Development. The Employer/Company also has expertise in development and arrangement of these IT products/services and has been working in the field for past several years. The Employer/Company has developed proprietary processes, methods and systems for providing such IT products/ services, which are intellectual property of the Employer/Company.

The Employee/Consultant recognizes and accepts that at the time of appointment Associate Software Engineer, except exposure to academic and Technical knowledge, The Employee/Consultant has no idea of the products of the company. The company therefore has disclosed its proprietary knowledge thereby becoming commercially viable to the Employer/Company; Further the employee/consultant has no formal training as per the operations of the Employer/Company enabling him/ her to independently function as a(Designation), thereby becoming commercially viable to the Employer/Company;

The Employee/Consultant has approached the Employer/Company and offered himself/herself on her/his own free will for appointment as an Employee/Consultant of the Employer/Company and on consideration of such request the Employer/Company after the process of interviewing, analyzing and testing found him/her as being qualified and suitable for the training and job and has agreed to appoint him/her for the said post, on the terms and conditions herein after mentioned and agreed to mutually by both the parties and in pursuance of the same the Employer/Company has issued the letter of appointment/Service Contract the Employee/Consultant.

The Employee/Consultant recognizes and accepts that the Employer/Company would be put to substantial financial loss, loss of opportunities, inconvenience, loss of resources, man hours, computer time, infrastructure etc., in the event of the Employee/Consultant failing to complete the training as prescribed and/or leaving the Company/Employer during the course of such training and has, therefore agreed to compensate the Company in the manner and circumstances enumerated hereunder

NOW THIS AGREEMENT WITNESSETH THAT:

The Employee/Consultant has agreed to serve the company/Employer for a minimum period of **12 Months** and under the terms and conditions as specified hereunder. The Employee/ Consultant in cases leaving the company/Employer before the **12 months** period shall pay the training costs of **Rs1,00,000** (Rupees One lakh only) the contracting parties have agreed to the terms and conditions of the appointment/Services Contract, the adequacy of which is acknowledged by all of them and the parties intending to be legally bound enter into this agreement.

Job Details:

Job Title	: Associate Software Engineer
Department	: IT
Location	: Hyderabad

G. Sraavani

Words and Phrases

In this contract the words and phrases mentioned below, have the meaning set out next to them and included for purpose of convenience and shall not affect interpretation. The words denoted as singular in this contract shall include Plural and vice versa. (Assignments, works, etc)

"Date of Commencement" – Shall be date of acceptance and acknowledgement of the Letter of appointment by the Employee/Services Contract.

"Designation" - Designation shall be the job title that has been given to the Employee/Consultant.

"Company/Employer" - Shall mean KHKR Innovators Tech Solutions.

"Job description" - Shall mean and include the profile of the tasks to be performed by the Employee/Consultant including performing of functions and duties as required by the Company.

"Confidential Information" – Shall mean and include any secret, confidential or commercially sensitive information of the Employer/company - and also include but not limited to information relating to products, processes, know-how, designs, formulas, methods, samples, development or experimental works, improvements, discoveries, any plans, unpublished financial or other statements, suppliers and customers, prices and costs, and information regarding the skills and remuneration of other Employees of the Employer/Company, and shall use the same only for the benefit of the Employer/Company and shall not disclose it to any other person, firm or company, and every information deemed to be confidential.

"Person" – Shall mean and include the Employee/Consultant of the Employer/company.

Appointment Date:

The Employer/Company hereby appoints as Associate Software Engineer with effect from 28th April 2025 which date shall also be the date of commencement of employment. No previous employment counts as part of period of continuous employment with the Employer/Company. The Employee/Consultant accepts such employment/service contract on the terms and conditions set forth in this agreement.

Job Description and duties

The Employee/Consultant during employment is required to put in his best efforts to advance and work successfully on project assigned in accordance with the procedures by the employer/Company. The Employee/Consultant agrees to serve the Employer in good faith to his/her best effort and capacity and undertakes to perform such other specific jobs as may be entrusted by Employer from time to time. The Employee/Consultant performance would be reviewed periodically against the employer/Company's project objectives and the agreed parameters of the job. The company/Employer reserves its right to require the Employee/Consultant to change his job description or to require them to perform different jobs consistent with their status. Any such change would not constitute change in the terms and conditions of the agreement.

Probation and Training.

The initial period of Six (6) months from the date of joining shall be considered as probation. During probation the Employee may be deputed to any other place or institution. The Company/Employer may if required train the Employee/Consultant in house and cost of training shall be borne by the Employer. The period of probation may either be reduced or extended based on the performance of the Employee/Consultant during the training period. Subsequent to the probation the confirmation of the job is subject to the satisfactory performance of the Employee/Consultant as well as suitability to the

G. Savanur

Employer/company requirements. During the training period the Employee/Consultant shall not be entitled to any leave except as and when approved by the HR on a written application. The Employee/Consultant is estopped from resigning during his training period. The trainee Employee acknowledges that the Employer will expend substantial amount of financial, human and infrastructure resources and time as well as undertake a considerable risk of re-work and error-correction in live projects, upgrading and training of the Employee, which would considerably improve the professional standing and capabilities of the Employees.

Salary & Perks

The Employee would be paid salary, perks and allowances as mentioned in to this agreement. The salary is subject to tax deduction at source. The salary and other connected perks and allowances would be reviewed annually and shall constitute the main mechanism for recognizing personal performance and contribution. The review shall also take into consideration external pay revisions and policy changes of the Company, etc. The Company has a right to deduct from the Employee's salary or any other payment due to him or her any sum which the Employee may owe to the Company or is otherwise liable for. The Employee shall be informed of such deductions by the Company.

Location of Work:

The normal place of work for the Employee is the premises of Company. The Employee is required to work whenever and wherever posted by the Company.

Hours of Work:

The Employee's normal working hours are **9:30 am to 6:30pm** on a working day with a lunch break of one hour. While the Company would provide clear arrangements as far as possible the working time are established to primarily meet the demands of the work. Flexibility in time would be required in accordance with the demands of the job and the working environment. The Employee may, sometimes, be required to work outside these hours in order to perform his duties. It shall be the sole prerogative of the Company to compensate the Employee for working outside the regular hours of work.

The Employee/Consultant hereby agrees and undertakes.

To serve the Company/Employer for a Minimum period of 1 Year from the date of joining; This period of 1 Year shall not include the period of working days lost due to strike, lock out or other reason beyond the control of the Company.

The Employee/Consultant agrees to undergo training immediately on joining. The objectives, methodology, content and evaluation process of the Training program shall be briefed to the employee/Consultant. The training is intended to render the Employee/consultant competent to undertake the Job tasks that may be subsequently assigned to him.

The training shall be deemed to have begun from the date of joining of the employee/Consultant.

Training provided to the Employee/Consultant shall include off the job and on the job training

Any assignments or projects the employee/Consultant is expected to work on during the said period of 12 months shall be deemed to be part of the training

The employee/Consultant accepts, agrees, and admits that the Company/Employer has incurred expenses and costs in the process of recruitment (Viz cost of advertising, implementation of selection procedures, interviews, training, travel etc), training, mentoring, providing infrastructure. The Employee/Consultant is also aware that in the event of his/her not completing the said period, the Company/Employer would, without option be constrained to again incur, similar expenses to similar extents.



The Employee/Consultant further accepts, agrees and admits that the nature, quality, intensity, and content of training that would be imparted by the Company/Employer is unique to the nature and business of the company/Employer and is not found in or available with or imparted by any other Company/Employer; though the opportunity to be trained in computers with provision for other exclusive working on computers is also available with or provided for in any other Company/Employer.

The employee/Consultant is further aware that the Company/Employer would have earned considerable revenues by hiring experienced persons instead of imparting such training thereon to the employee/Consultant.

The employee/Consultant admits and recognizes that the Training involves substantial costs in the form of training costs, man hours, resource utilization and is the result of the Company's/Employer's proactive policies in building and encouraging professional and leadership qualities.

For the purpose of clarity and better understanding, failure to complete the period or leaving the company within 12 months from date of joining shall mean and include:

Failure to remain with the company/Employer during the period as specified in the agreement.

Failure to be present with the company during the period of 12 Months for more than 3 days without intimation.

Tendering the resignation to the Company/Employer, whether such resignation is accepted or not.

Failure for any other reason whatsoever to complete the period as specified in the contract.

Leaving the Company/Employer for purpose of higher studies, research, alternate employment, training, absconding without intimation, absence without permission for more than 3 days.

Termination by the Company/Employer for acts of misconduct, indiscipline, refusal to obey orders and unsatisfactory responses / performance.

The Company/Employer may terminate the services of the employee/Consultant upon giving 45 days written notice or pay the net salary of 45 days in lieu of the notice period.

The Employee/Consultant acknowledges that the Company/Employer, its assigns, constituents and heirs shall be the sole owners of all patents, Trade Marks, and Copy rights and other rights in connection with such developed, proprietary and every information generated and developed during the pendency of this agreement and that he agrees and undertakes to assign to the Company/Employer any and all rights he/she may have acquired in the developed information during the pendency of this agreement and to the effective under taking and operation of above, undertakes to execute all documents for use in applying for and obtaining such patent, copy rights, Trade Marks and other protection and developed information and enforcing the same as the Company/Employer may desire together with any assignments of such presentations to the Company/Employer or to any of the Company's authorized or designated personnel. The employee/Consultant also undertakes to do the complete knowledge transfer as directed by the Company/employer.

The Employee/Consultant hereby agrees to defend and hold harmless Company/Employer against any and all loss, liability, expenses and costs (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Company/Employer in connection with any threatened, pending, completed or future action suit or proceeding to which Company/Employer is, or is threatened to be, made a party arising from or related to acts/ omissions/ services of the Employee/Consultant that have been provided under this agreement.

The terms of this agreement are non-revocable and shall survive the termination of this Agreement.

The employee/Consultant specifically acknowledges that, pursuant to this agreement, the employee/Consultant will receive valuable specialized training, trade secrets and confidential information including without limitation, information regarding operational, sales, promotional and marketing methods and techniques of the company/Employer over and above ordinary skills and experience possessed by the Employee/Consultant prior to execution of this agreement. In consideration for such training, trade secrets and confidential information and further to protect the goodwill of the Company/Employer trademarks, the employee agree that during the term of this agreement, and for a continuous uninterrupted period commencing upon expiration or termination of this agreement:-

Divert or attempt to divert any business or customer of the business or any Franchise or Employee anywhere to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's trademarks or trade names anywhere.

Employ or seek to employ any person who is at that time employed by Company or by any Franchise or Employee of the Company, or otherwise directly or indirectly induce such person to leave his or her employment or.

Own, maintain, operate, engage in, be employed or have any interest in any business which is the same as or similar to the Employer Business.

The Employee/Consultant expressly agrees that the existence of any claims it may have against the Company/Employer, whether or not arising from this Agreement, will not constitute a defence to the enforcement by the Company/Employer of the covenants in this Agreement. The Employee/Consultant agrees to pay all costs and expenses (including solicitor client legal costs) incurred by the company/Employer in connection with the enforcement.

XI-IPR and Ownership:

The Employee/Consultant shall promptly disclose to the Company/Employer all works originated, conceived, written or made by the Employee/Consultant alone or with others and shall, until such rights be fully and absolutely vested in the Company/Employer hold.

them in trust for the Company/Employer. The Employee/Consultant hereby assigns to the Company/Employer, by way of future assignment of copyright and other proprietary information for the full term thereof throughout the world all copyright works originated, written or made by the Employee/Consultant on the completion of the contract the Employee/Consultant shall return to the Company/Employer all originals and copies produced by the Employee/Consultant together with all concerned media and material.

G.Savani

Employee/Consultant Further Undertakings:

The Employee/Consultant acknowledges that the Company/Employer, its assigns, constituents and heirs shall be the sole owners of all Patents, Trade Marks, Designs and Copy rights and other rights in connection with such developed, proprietary and every information generated and developed during the pendency of this agreement and that he/she agrees and undertakes to assign to the Company any and all rights he/she may have acquired in the developed information during the pendency of this agreement and to the effective under taking and operation of above, undertakes to execute all documents for use in applying for and obtaining such patent, copy rights, Trade Marks and other protection and developed information and enforcing the same as the Company/Employer may desire together with any assignments of such presentations to the Company/Employer or to any of the Company's authorized or designated personnel. The Employee/Consultant undertakes to execute the necessary policy agreement in case he is required to travel on domestic or overseas assignments either on training or project consultation. The Employee/Consultant undertakes to strictly comply with the Non-disclosure and Non-compete clauses signed by him/her, particularly with regard to his/her not doing similar work with a competitor or others for a period of 12 Months as mentioned in the agreement.

Estoppel on Employees/Consultant's resignation under certain circumstances:

The Employee/Consultant is estopped from resigning while being on on-site assignments on behalf of the Company/Employer in India or abroad. If the Employee/Consultant absents himself without leave or notice, the Company/Employer will notify the concerned High Commission / Embassy of the Country whose Visa the Employee/Consultant may be holding and the Employee/Consultant will be declared as absconding. This condition of estoppel is imposed to protect the interest of the Company/Employer and that of the client. This clause would stand applicable to the balance period, if any, that may remain, in case the Employee/Consultant is yet to complete the minimum period of service as per this agreement.

Governing Law and Jurisdiction:

This contract shall be governed by and interpreted in accordance with the Laws in India and the expression "law" shall take within its fold statutory law, judicial decision law and other legislation as well. The contracting parties submit to the jurisdiction of the Courts at Hyderabad for the purpose of assisting and adjudication of any disputes arising about the contract and between the contracting parties and should relate to the subject matter of the contract.

Obligation of Employee/Consultant on and after Termination:

The Employee/Consultant on the termination of the contract, without retaining any copies of the following is obliged to immediately deliver all documents, books, records, material and equipment and other items and property of whatever nature or descriptions which may be in his possession or control which belong to the Company/Employer or its clients. The Employee/Consultant shall reimburse all the monies which he owes to the Company/Employer or to the Company's clients or associates or any fines or sanctions imposed on the Company/Employer as a result of noncompliance by the Employee/Consultant. The Employee/Consultant after termination, is bound by the terms and conditions of the confidentiality Nondisclosure, non compete clauses signed by him/her. Further the Employee/Consultant is expected to make knowledge transfer and make his/her successor comfortable working. He/she shall not represent himself/herself as being in any way connected with or associated with the Company/Employer. The Employee/Consultant guarantees to the Company/Employer, the due performance and observance of the terms and conditions of this agreement, that in the event of breach of this agreement by the Employee/Consultant, he/she is liable to pay to the Company/Employer, the damages mentioned above. The Employee/Consultant undertakes to tender the said amount to the Company/Employer within 30 days after receipt of demand made in writing and the Company/Employer can attach the Employee/Consultant property for recovery of the said amounts and the Employee/Consultant has no right to object for the same.

Amendments and Modifications:

Any amendment or modification or waiver in connection with this contract will not be effective unless



made in writing and signed by both the parties. All changes to the contract may be notified by the Company/Employer to the Employee/Consultant by way of general notice and such changes shall take effect from the date of the notice or from the mentioned in such notice.

Validation of certain Clauses:

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expunging of the invalid provision.

IN WITNESS WHERE OF this agreement is executed on 28th April, 2025 at Hyderabad.

Company/Employer

Employee/Consultant

G. Sravani°



Scanned with OKEN Scanner